

MEMORANDUM



TO: Planning Commission

FROM: Heather Beckmann, Senior Planner

RE: **Kings Pointe Marina Major Conditional Use Application and 380 Agreement (formerly referred to as a Development Agreement)**

DATE: July 18, 2006

I want to thank each of you for the hours of thoughtful discussion at the previous July 12, 2006 Planning Commission meeting concerning this item. Your input was very helpful and appreciated by Staff.

Following our meeting, I have been contacted by multiple residents from Kings Pointe Marina, including the President of the wet slip condominium association. In short, the residents have brought forth concerns and new information that have made me uncomfortable in my previous recommendation of approval with the conditions discussed in the major conditional use staff report.

The information supplied from the residents indicate that the amount of live boards range from 27 to 61 with as many as an additional 8 slips rented with live aboard tenants 4 to 8 months out of the year (Attachments 1 and 2). The amount of live aboards directly affects many levels of my review on this project. First, the density on site would be increased by each live aboard; with each live aboard counting as one (1) dwelling unit. Secondly, the parking requirement would be increased from 1 space per slip to 1.5 spaces per live aboard. Thirdly, the amenities on site would need to be assessed. For instance, in addition to the shower and stall issue at the last meeting; the residents claim that the existing boat barn proposed for demolition is used prior to and during a hurricane to store 8 foot long boat boxes which contain the valuable possessions of the liveaboarders (including refrigerators, stoves, etc). This situation is compounded by the fact that due to the weight and size of these storage boat boxes, a boat lift must be utilized to maneuver the boat boxes (Attachment 3). Under the proposed redevelopment, access to the live aboard docks will be blocked by new residential units.

The previous discussion of the usage of the boat barn proposed for demolition brings forth another concern I have in hearing this item. This is in regards to the IDO. As mentioned, the residents brought to my attention that the boat barn proposed for demolition is rented and the proposed boat barns shall be condominiumized. This has not been confirmed by the applicant, but if found to be accurate, I am concerned that the condominiumization of the dry slips will decrease public access to the site and therefore be in conflict with the IDO. My concern was furthered when the residents informed me of a boat lift proposed for removal and that the proposed boat racks appear to be far less than those currently used on site.

In conclusion, I am concerned that the site does not meet the density and the parking requirements. With this new information concerning the use of the slips, I no longer support a parking reduction. Further, I fear that the needs of the live aboard community have not been properly addressed. Finally, I feel that the condominiumization of the slips would result in a loss

of public access. I ask that this item be tabled until at least the following conditions have been met: the developer has met with the condominium association and Staff, the amount of live aboards have been established and the issue of the IDO has been resolved.

In regards to the development agreement:

As you may recall, the agreement presented to the County has been titled a Development Agreement and referred to in the document as such. Therefore, Staff advertised it as a Development Agreement. However, at the PC meeting and during a subsequent conversation with Don Craig, it was brought forth that this is a 380 agreement (Attachment 4). In the last few days, I have had two discussions with DCA in regards to this item. DCA informed me that this was not advertised as a 380 Agreement and should not be heard. This decision was supported by one of our County Attorneys. In addition, I had a discussion with a representative from DCA in Tallahassee this afternoon. He informed me that the applicants were asked to not involve DCA in a 380 agreement. Hence, DCA was not involved in the writing of this agreement and have indicated that the transfer off of the units at the Lazy Lakes site as market rate to other subareas would not be supported without approved text amendments to the Comp Plan and/or the Land Development Regulations.

Finally, in regards to attachment 5, the procedural review requirements for a 380 Agreement have not been followed since Staff was unaware that this was a 380 Agreement. Specifically, Growth Management Staff and the Planning Department were to coordinate with DCA prior to this item being scheduled for the Planning Commission (Please see Attachment 5, specifically #'s 7,8,9 and 10).

With that said, I am asking a couple of things from the Commission today. One, in order to meet our legal advertising and review requirements; that the 380 Agreement be readvertised as a 380 Agreement and that this item be continued to such time as advertised and reviewed according procedural requirements for a 380 Agreement (Attachment 5). Two, due to my conversation with DCA and what appears to be their disapproval of the agreement, that the 380 agreement be approved prior to the Major Conditional Use.

Thank you for all your hard work and time on this complex project.

Attachment 1**July 12, 2006 - OSM Liveboards (grouped by vessel)**

Occupation	Occupation
Captain - Dive Master	Nursing Student
Child Psychologist	
	Attorney - Public Defenders Office
Manager JATIF	Office Mgr - CPA Firm
Waiter - Bartender	OSM Marina Employee
Captain - KW Pilot Boat	Retired
Captain - Sunset Key Shuttle Boat	
	Captain - Charter Boat
Mechanic	Mate - Charter Boat
Captain - Tow Boat U/S	Retail Sales - Museum
Waitress	
	Cable Company Auditor
Driver - Fed Ex	Cable Company Auditor
Owner/Manager Health Store	
Billing Mgr.for Dentist	

27 Vessels

Manager FKAA

41 People

Captain - Fishing Boat
Captain - Fishing Boat
Office Worker

Home Depot employee

JATIF Manager

Dive Master - Dive Shop Manager

Captain - Dive Master - Resturant Mgr.

Communications Technician
Bookeeper - Office Mgr.

Captain - Marine maintenance
Office Manager

Property Developer

Canvas Shop Owner
West Marine Employee

Charter Company Manager
Charter Company Manager

Captain - Tortugas Ferry
Mate - Tortugas Ferry

Attachment 2

OCEANSIDE MARINA WET SLIP OCCUPANCY ANALYSIS

7/17/2006

Units Behind Tackle Shop

<u>Unit</u>	<u>Live Aboard</u>	<u>Non-Live Aboard</u>
BT1	1	
BT2	1	
BT3	1	
BT4	1	
BT5	1	

North Dock

<u>Unit</u>	<u>Live Aboard</u>	<u>Non-Live Aboard</u>	
601	1		
602	1		
603	1		
604	1		
605	1		
606		1	
607		1	
608	1		
609	1		
610	1		
611	1		
612	1		
613	1		
614	1		During Winter
615		1	
616	1		During Winter
617	1		
618		1	
619	1		
620		1	Homeland Security
621	1		
622		1	
623	1		
T624	1		
T625	1		
626		1	
627	1		
628		1	
629	1		
630	1		
631	1		
632		1	Temp. due to Repairs - Usually Live Aboard
633		1	
634	1		
635		1	
636		1	
637	1		
638	1		

639		1
640		1
641		1
642	1	
643	1	
644		1

Middle Dock

<u>Unit</u>	<u>Live Aboard</u>	<u>Non-Live Aboard</u>
645	1	
646		1
647	1	
648		1
649		1
650	1	
651		1
652	1	
653	1	
654	1	
655	1	
656	1	
657		1
658	1	
659		1
660	1	
T707	1	
T708	1	
661	1	
662	1	
663		1
664		1
665		1
666		1
667	1	
668	1	
669		1
670		1
671	1	
672	1	
673	1	
674		1
675	1	
676		1
677	1	
678	1	

South Dock

<u>Unit</u>	<u>Live Aboard</u>	<u>Non-Live Aboard</u>
679	1	
680		1
681	1	

682		1	
683		1	
684	1		
685		1	
686		1	
687		1	
688		1	
689	1		
690		1	
691	1		Part of Year by Owner
692	1		Part of Year by Owner

	<u>Live Aboard</u>	<u>Non-Live Aboard</u>
TOTALS	61	38

NOTES: Of the 38 Non-Live Aboard slips listed above, 8 are rented to Live Aboard tenants from 4 to 8 months out of the year.

All commercial slips except 2 are live aboard slips, with captains or mates living on the boats.

The Live Aboard slips are occupied by the Owners, or their tenants. Many are full time residents, and the remainder occupy the slips as live aboards on a seasonal basis.

Attachment: 3

Hurricane Preparedness - Two to three days before expected landfall, the marina (CORTEX employees) clear the docks of all dock boxes and store them in a protected portion of the barn that is now scheduled for replacement by condos. The slip owners remove their picnic tables and other miscellaneous items.

- Concerns:
- 1- Retain and maintain the small forklift used for this task.
 - 2- Designate a safe area to store the materials removed from the docks.
 - 2- Maintain sufficient access to all three docks for the forklift to remove the large dock boxes.
 - 3- Assure sufficient personnel are available to complete the task in a timely manner.

Attachment 4

Heather

The Development Agreement is a 380 development agreement as is allowed by FS 380.032 and FS 163.3220 which is reflected in our county code section 9.5-102. A 380 type of development agreement is different than a 163 DA alone in that it requires FDCA as a signatory, but is processed like a 163 DA as to hearings and format.

Hope this clarifies.

Donald

On Jul 18, 2006, at 11:32 AM, beckmann-heather wrote:

I have reviewed them and am writing up a revision.

Question, you are referring to the agreement as a DA again. At the PC and on Friday you said it was a 380. Please clarify. Thanks.

Heather Beckmann

Senior Planner

Monroe County

Planning & Environmental Resources, Dept.

(305) 289-2500

From: Don Craig [<mailto:don@craigcompany.com>]

Sent: Tuesday, July 18, 2006 11:02 AM

To: beckmann-heather

Cc: TIM KOENIG, ESQ.; Everett Atwell; Joulani-Aref; Symroski-Ty; BOCCDIS4

Subject: King's Pointe Conditions and DA

Heather Any questions on the conditions of approval or the revised development agreement I sent yesterday ? I want to make sure I am able to maintain the commitment I made to the Planning Commission to get them the DA and conditions in time for their review.

Thanks

Donald Leland Craig , AICP

Donald Leland Craig , AICP

don@craigcompany.com

Attachment 5

380 AGREEMENTS PROCESS

It is anticipated that as soon as the Comp Plan amendments are processed in August, we will only have 2-party development agreements, reviewed by DCA for consistency with the Comp Plan. However, DCA will consider being a party to 380 Agreements until the Comp Plan amendments take place. In the meantime, it is desired to establish a process for the processing of 380/Affordable Housing Development agreements so that we give due consideration to any potential development of workforce housing. Growth Management and the County Attorney's Office have worked together to develop the following process:

1. Proposal shall be submitted by property owner to Planning Coordinator (PC) and logged in. Planning Coordinator will forward to Planning Director (PD) and Growth Management Division Director (GMDD). NOTE: Anyone else who gets such a proposal shall immediately forward a copy to PD and GMDD.
2. PD shall assign to a planner.
3. Planner shall review proposal for consistency with Comp Plan/LDRs. Planner should contact GM attorney if there arises any question requiring legal advice.
4. Planner shall contact Property Owner re inconsistencies and work with Owner to develop solutions. GM attorney should be kept apprised of progress and work with planner as needed. Planner shall contact Property Owner re inconsistencies and work with Owner to develop solutions. GM attorney should be kept apprised of progress and work with planner as needed.

** The review for consistency of a 380 Agreement includes consistency with both COUNTY Comp Plan/LDRs and State statutes, including but not limited to Ch. 723, FS. The developer shall provide documentation to show that all requirements have been met. Then the burden is on the redeveloper to show they provided notice & that there is an alternate place for relocation, etc.*

4. Planner shall forward to DCA a copy of the proposed agreement after planner & GM attorney have concluded there are no inconsistencies. DCA may be forwarded a copy earlier than this if there is a proposal that is novel and likely to require considerable deliberation by DCA or if it is deemed important to receive DCA's input as to permissibility under the Comp Plan/LDRs before pre-DRC finalization.
5. Planner shall give to PC to place item on DRC for review.
6. DRC shall make a written recommendation to PD & GMDD.
7. PD&GMDD shall review the recommendation and such other materials as deems necessary to forward recommendation to DCA.
8. GMDD forwards 380 Agreement to DCA for review.
9. DCA reviews, comments, and returns recommendations to GMDD.
10. Process repeats until GMDD, PD, DCA, GM attorney and property owner have reached agreement on all issues.
11. 380 Agreement is then placed on Planning Commission agenda for recommendation to BOCC.
12. Upon recommendation of Planning Commission, 380 Agreement is placed on BOCC agenda under GM and requires one public hearing.